

Duke, Daphne

From: Alex <a111e1x@yahoo.com>
Sent: Monday, April 19, 2021 7:22 AM
To: Butler, David; Rebecca J. Dulin; Heather Smith; Grube-Lybarker, Carri; Hall, Roger; Knowles, Alex; Katie Brown; Samuel Wellborn; Frank R. Ellerbe III; Lyndsay McNeely; PSC_Contact; Kimberly Walton; Jacqueline Wilson; Toni Hawkins
Subject: [External] 4.19
Attachments: Final 4.19 Monday.pdf

Good morning Mr. Butler thank you for all your patience. There are many things that I do not know, and you have been so professional.

I am not sure if everyone will be included in this email, as I had to type out each name. I am worried that my all my bullet points will not go through and so I had to send the email a different way via an attachment. Can you please make sure that all parties of record receive this email?

With deep respect for all that you personally do to make this country great Mr. Butler,

Alex
Without prejudice

PS please confirm this email

Sent from Yahoo Mail on Android

It's a beautiful day in the state of South Carolina commissioners. Thank you Commissioners for taking an oath to uphold the Constitution of the United States and for protecting the rights of all living men and women. I am also grateful that the Courts take Contract Law very seriously. It is imperative to my, and my family's, health that this matter be decided lawfully and expediently.

I have exhausted my administrative remedies with Duke energy. None of my questions have been answered, and today Mr. Wellborn now wants to force the Public Service Commission to make me answer his questions. Mr. Wellborn talked about me using more prejudice than arguments in my previous letters. My question is what is it called when you force someone to answer questions? Mr. Wellborn has failed to answer any of my questions to date.

You can't have law without contracts and you can't have contracts without law. Here are important bullet points:

- Duke Energy is using fictitious conveyance of language. Their words are not clearly defined within the documents being presented, and therefore there is no contract. Everything that they have submitted is therefore null and void. Where are the definitions at the end of their documents? Their case has fallen through the cracks, they have no case.
- The parties of a contract should be of the same kind, being either legal fiction actors, or living men/women, allowing more than two parties but never a mixture of these kinds and their respective jurisdictions. I know what kind of party I am Mr. Wellborn, what kind of party do you represent?
- The consent of the parties to the agreement must be free and genuine. The consent of the parties should not be obtained by misrepresentation, fraud, undue influence, coercion, or mistake. If the consent is obtained by any of these means, then the contract is not valid or legally/lawfully enforceable.
- When negotiating a contract, full disclosure is the step of providing all material information, or telling the "whole truth", about any matter which may influence the decision-making of the other party or parties before they decide to enter into a contract. If either party fails to make full disclosure, the contract is null and void. I ask where is the contract Mr. Wellborn?
- The consideration is something of value possessed by the parties that is brought to the contract table. This something of value is bargained for and given in exchange for a promise or a performance. The parties must each receive a benefit and each suffer a detriment. To be enforceable, A contract must have valuable consideration. A contract is unenforceable if it has insufficient or unequal consideration without agreement. Where did I agree to a contract Mr. Wellborn?

- The terms and conditions of the contract must be fully disclosed and agreed upon, and must be certain and fixed. Any subsequent variation of terms must be agreed. Where are the terms and conditions of the contract Mr. Wellborn?
- A meeting of the minds "consensus ad idem", occurs between the parties when they recognize each other, understand their mutual obligations, and agree. A meeting of the minds occurs between living men/Woman in law full matters and between legal fiction actors in legal matters. A contract must be either lawful or legal. If one party to a contract makes a "signature" as an "accommodation party" to a legal fiction person, while the other party makes an "autograph" for a living man or woman, the parties are of unequal kinds, and the contract is Null and void = no contract. Mr. Wellborn what party do you represent?
- A contract exists only between the parties. No third-party can obtain rights contained within a contract, or buy or sell a contract, without expressed permission of the original parties.
- Lawful written contracts between living men/women must carry the wet ink autographs of the parties, compromising living identification such as a thumbprint but more often living standing is recognized by an unambiguous declaration with the handwritten wet ink autographed including the prefix "By:", and/or the words all "rights reserved" or "without prejudice" written below. Illegal written contracts between legal fiction actors must carry the wet ink signatures of the parties, as an accommodation from a man/woman. Where is my signature on the original contract Mr. Wellborn? Where is my wife's original signature on the contract Mr. Wellborn? Where is the first hand witness to the contract Mr. Wellborn?
- All contract is law and all law is contract. Show me the evidence of the contract Mr. Wellborn?
- 14th amendment states: All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws. Do I have equal protections under the law Mr. Wellborn? Have my privileges been abridged with a directed energy weapon on my home Mr. Wellborn? Does the Constitution in your opinion Mr. Wellborn apply to me?
- 13th amendment to the constitution section 1: Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction. Can I be forced into a contract Mr. Wellborn?

- We don't have a contract and I'm not waving my rights voluntarily Mr. Welborn.
- You are committing fraud by practicing law without a license Mr. Wellborn. Show me the act by Congress that he gave you a license? I'm not talking about your bar card Mr. Welborn. I am talking about an act by Congress.
- Let's suppose we had a contract, if coercion was used then void the contract and we have no contract. A contract is voluntary by both parties.

I have given Duke Energy 10 days to provide the contract with my signature and my wife's along with a first hand witness to the contract and they have failed to do so. Starting the 18th April Duke Energy has to pay Alex a million dollars US for every day that the smart meter is on my dwelling for the initial (\$200,000) and continued trespass of my property (million a day after April 17th). All parties of record agree to these terms by accepting this email.

Now I require my public servants to order, make, compel, force (I am a simple man and do not know the proper wording but you Commissioners do, so I ask you for your help) Duke Energy to take the smart meter off my dwelling.

Second:

The burden of proof is on Duke energy now to prove that every man and woman in their dwellings have signed a contract to have a smart meter on their dwelling as outlined in the bullet points above. I am giving Duke energy 10 days from today to show me at least 1000 signatures. Bring at least 10 individuals that have witnessed first hand these signatures and that can testify under oath on the witness stand. If by the 28th of April Duke Energy fails to provide the above, then all smart meters in the state of South Carolina serviced by Duke energy have to come off the dwellings of every man and woman and be replaced with analog meters (same goes for my dwelling, it is required that since proof was not provided that now my smart meter will be replaced with an analog meter spinning both directions - bi direction meter).

Duke energy will have 90 days from April 28 to remove every smart meter in the state of South Carolina with an analog meter. If they fail to do the above, and by accepting this email you have agreed to pay out to Alex the living man \$10 million a day, for every day after the 90th day which is July 27th of 2021.

Thank you Commissioner Williams, Commissioner Belser, Commissioner Caston, Commissioner Carolee, Commissioner Ervin, Commissioner Thomas, and Commissioner Powers and finally thank you Jocelyn Boyd Chief Clerk / Executive Director, may God Bless America.

Kindly and with deep respect for everything that you do for this great country,

Alex

Without prejudice

PS I reserve my right not to be compelled under any contract or commercial agreement. I do not enter into knowingly voluntarily or intentionally. I do not accept the liability of any compelled benefit or any unrevealed contract or commercial agreement.